



**UNIVERSITY OF CALIFORNIA
LAWRENCE LIVERMORE NATIONAL LABORATORY**

GENERAL PROVISIONS FOR ARCHITECT - ENGINEER SERVICES

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CLAUSE 1 – REIMBURSABLE COSTS AND EXPENSES

A. Types of Reimbursables. The Subcontractor shall be reimbursed for certain costs and expenses associated with the architect-engineer work for which it has not otherwise been compensated, and which have been incurred with the prior written approval of the University. Such reimbursable costs and expenses shall not exceed a total of the aggregate for reimbursable costs, as set forth in the Subcontract. The following are the descriptive categories of work which may be considered for reimbursable costs:

1. Topographical and Other Field Survey Costs. Actual costs of labor, materials and equipment use; traveling expenses directly associated therewith; transportation of items and material as may be required and approved; subcontracts as approved; preparation of maps; test borings if required by University; and any subsurface investigations if required and approved by University.
2. Labor/Material and Equipment Costs - Travel Costs for Resident and Field Engineer - Inspector Expenses. The actual costs of labor, materials and equipment use; traveling expenses for resident engineer in charge, field engineer(s) and inspectors (if required), and part-time inspectors from the home office or branch office of the Subcontractor. Costs of the supporting field office force as required at construction project site for inspection of construction.
3. Expediting Costs/Expenses. Actual costs associated with labor and materials and traveling expenses for expediting or inspecting material and equipment; checking or expediting shop drawings at vendors' plants, etc.
4. Transportation Costs - On-Site Operations. Actual costs of on-site transportation for any of those services listed in (1) through (3), above, if required by the Subcontractor.
5. Expenses of Outside Technical Assistance. Actual compensation paid by the Subcontractor for outside expert technical assistance, including the services of materials testing laboratories, for performance of work or tasks required of the Subcontractor under this Subcontract.
6. Extra Copies of Drawings, Specifications, Etc. Actual costs of labor, materials and equipment use, or an allowance in lieu of such actual costs, at a rate or rates approved in advance by University, for any extra copies of prints of drawings, specifications, invitations for bid, or other related documents, or revisions to any such documents, which are reproduced after University approval of such material furnished by the Subcontractor for Title II Design Services. Such material may be required and specifically requested by University on occasion. (NOTE: This specific reimbursable cost category does not include "as-built" record drawings and specifications as may be required for Title III Construction Services.
7. Special Documents. Actual costs of labor, materials, and equipment use for copies of special documents that have been prepared with University approval.
8. Travel Expenses of Subcontractor's Supervising Representative. Actual expenses of travel of the Subcontractor's supervising representative in direct performance of this Subcontract in addition to the normal supervision furnished or otherwise delineated in the Subcontract.

B. Payment for Reimbursables.

1. Payments for costs/expenses which are reimbursable under the provisions of this Subcontract shall be made to the Subcontractor at intervals as agreed to by the University and the Subcontractor.
2. Payments shall be made to the Subcontractor for reimbursable costs/expenses incurred by the Subcontractor, provided it is demonstrated that the Subcontractor's payments were made in accordance with the terms and conditions of a lower-tier subcontract or invoice.

3. It is the responsibility of the Subcontractor to notify the University in writing when at least 80 percent of the total "reimbursable costs/expenses" as set forth in the Schedule have been expended. This written notification shall be furnished to the University's procurement and technical representatives.

CLAUSE 2 – RELEASE OF INFORMATION

The Subcontractor shall coordinate any planned advertisements, news releases, or other public releases of information concerning this Subcontract, the undertaking, or any data developed hereunder with the University Procurement Representative prior to release. The Subcontractor may acknowledge the University, the LLNL, and Government sponsorship as appropriate, provided the University's Procurement Representative is provided written notice thereof.

CLAUSE 3 – RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL

- A. The Subcontractor shall comply with all applicable U.S. export control laws and regulations in the performance of this Subcontract and the distribution and use of resulting work products. Generally, U.S. export control laws and regulations apply to any shipment, transmission, transfer, or exposure to any foreign person, as defined in 22 CFR 120.16, of commodities (equipment, hardware, or material); technology (technical data, information, or assistance); and software (commercial or custom), regardless of where (inside or outside the United States) or how it may occur.
- B. The Subcontractor shall be responsible for obtaining the appropriate licenses or other approvals for exports of commodities, technology, and software, unless an exemption or exception applies. The Subcontractor shall also be responsible for obtaining the appropriate licenses or other approvals before utilizing a foreign person in the performance of this Subcontract, including instances where the work is to be performed at the LLNL, where the foreign person will have access to any information, technology, or software subject to export control.
- C. The Subcontractor shall be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions and exceptions.
- D. The Subcontractor shall ensure that the provisions of this clause apply to its subcontractors.

CLAUSE 4 – ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES

- A. The Subcontractor shall utilize environmentally preferable products and services, i.e., products and services that have a lesser or reduced effect on human health and the environment, including those with "recovered material," as defined in 48 CFR 2.101 and 11.301, to the maximum extent possible without conflicting with the technical requirements of the Subcontract or jeopardizing the intended end use of the items or services to be furnished under this Subcontract.
- B. To the extent available, the minimum content standard for high speed copier paper, offset paper forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock used in performing this Subcontract shall be no less than 30 percent post-consumer material.
- C. The Subcontractor shall notify the University Procurement Representative in writing if an "EPA-designated item," as defined in 48 CFR 23.402, used in performing this Subcontract does not contain at least the percentage of recovered material required by any applicable specification of this Subcontract. Such notice shall include a detailed written justification for such failure, on the basis that the item is not available competitively within a reasonable time frame, does not meet appropriate performance standards, or is only available at an unreasonable price.

CLAUSE 5 – MODIFICATION OF SUBCONTRACT

The requirements, terms and conditions of this Subcontract shall only be changed by a written change order or modification issued by the University Procurement Representative or a designee. No oral or written statement of any other person shall, in any manner or degree, modify or otherwise affect the requirements, terms or conditions of this Subcontract. In the event the Subcontractor implements any changes to the requirements, terms or conditions of this Subcontract at the direction of any other person, such action will be considered to be unauthorized and the Subcontractor shall be solely liable for any delays, damages or costs incurred by the University and the Subcontractor as a result of said unauthorized changes.

CLAUSE 6 - NOTICES

- A. The Subcontractor shall immediately notify the University in writing of (1) any action, including any proceeding before an administrative agency, filed against the Subcontractor arising out of the performance of this Subcontract; and (2) any claim against the Subcontractor, the cost and expense of which is allowable under the terms of this Subcontract.
- B. If, at any time during the performance of this Subcontract, the Subcontractor becomes aware of any circumstances whatsoever which may jeopardize its fulfillment of the agreed performance of all or any portion of the Subcontract, it shall immediately notify the University's Administrative Representative in writing of such circumstances, and the Subcontractor shall take whatever action is necessary to cure such defect within the shortest possible time.

CLAUSE 7 – NON-WAIVER OF DEFAULT

- A. Neither the rights of review, comment, or approval, conferred on the University, nor the University's exercise of those rights shall relieve the Subcontractor from any obligation imposed by law or this Subcontract, or shall constitute a waiver by the University of rights arising under this Subcontract or at law.
- B. No payment, final or otherwise, shall operate to relieve the Subcontractor from any obligation arising under this Subcontract or at law, or shall constitute a waiver of claims by the University for errors or omissions, the Subcontractor's failure to comply with the requirements of the Subcontract, or arising from representations or undertakings by the Subcontractor under this Subcontract. All payments to the Subcontractor shall be contingent and subject to recalculation and recoupment in the event of termination for cause or in the event of later discovery of any defect or deficiency in the Subcontractor's performance hereunder.
- C. In the event either the Subcontractor or University shall at any time or times waive any breach of this Subcontract by the other, such waiver shall not constitute a waiver of any other breach of this Subcontract, whether of the same or any other covenant, condition, right, event, term, or obligation.

CLAUSE 8 – CAS LIABILITY

Reference is made to the clause of these GENERAL PROVISIONS entitled *COST ACCOUNTING STANDARDS* or *DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES*. Notwithstanding the provisions of that clause, or of any other provision of this Subcontract, the Subcontractor shall be liable to the University for any increased costs, or interest thereon, resulting from any failure of the Subcontractor, with respect to activities carried on at the site of the work, or of a subcontractor, to comply with applicable cost accounting standards or to follow any practices disclosed pursuant to the requirements of such clause.

CLAUSE 9 – DISPUTES

A. Submittal of Claim

- 1. Except as otherwise provided in the Subcontract, any claim for an equitable adjustment under the Subcontract not resolved in the ordinary course of business shall be referred in writing to the University Procurement Representative within 30 calendar days of the act, event, or order giving rise to the claim. The term "claim," as used in this clause, shall mean a written request for adjustment or interpretation of Subcontract terms, payment of compensation, extension of time, or other relief with respect to the terms of the Subcontract submitted by the Subcontractor to the University with adequate supporting data and including a demand for a decision by the University. The term "adequate supporting data," as used in this clause, shall mean a detailed statement of the basis and supporting reasons for the asserted entitlement and an itemized breakdown of any adjustment or compensation sought.
- 2. If the total amount of the compensation sought exceeds \$50,000, the Subcontractor shall certify, at the time of submission as the claim, as follows:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief; and that the amount requested accurately reflects the Subcontract compensation for which the Subcontractor believes the University is liable.

(Subcontractor's Name)"

B. Decision of University

- 1. The University shall review the facts pertinent to the claim and render a written decision. A copy of the decision shall be furnished to the Subcontractor by certified mail, return receipt requested, or any other method that provides evidence of receipt.
- 2. The University shall use its best efforts to issue a written decision on a claim within 30 days after receipt of the claim. If a decision is not issued within the stipulated period, the University shall notify the Subcontractor of the time within which the decision will be made. This time period shall depend on the size and complexity of the claim and the adequacy of the Subcontractor's supporting data and other relevant factors. If a decision is not issued on any claim within 90 days after the University's receipt of the claim, the claim shall be considered to have been denied.

C. Arbitration

- 1. The decision of the University on any claim may be arbitrated by the Subcontractor. Any written demand for arbitration must be mailed or otherwise furnished to the San Francisco Office of the American Arbitration Association (AAA), at 417 Montgomery Street, San Francisco, CA 94104-1113. A copy of the demand for arbitration shall be furnished to the University.
- 2. The demand shall (a) contain a statement setting forth the nature of the claim, a copy of the University's decision, and a copy of this clause; and (b) identify this Subcontract by title and number, state the amount involved, if any,

and the remedy sought. The demand shall be filed together with the appropriate filing fee, as provided in the AAA Construction Industry Arbitration Rules.

3. No demand for arbitration on a dispute may be made unless the Subcontractor has submitted a claim to the University and until (a) the University has issued a written decision; or (b) 90 days after the date of the University's receipt of a claim, if a decision has not been issued by that date.
4. Timely notice of an intention to arbitrate shall be a prerequisite to an effective election to arbitrate. Except as otherwise provided in this clause, the decision of the University shall be final and conclusive unless the Subcontractor delivers to the University a written notice of the intention to arbitrate, by certified mail, return receipt requested, or any other method that provides evidence of receipt, within:
 - a. 30 days from the date the Subcontractor receives the University's decision on a claim; or
 - b. 180 days after the date of the University's receipt of a claim, if a decision has not been issued by that date.

D. Rules of Arbitration

1. Except as otherwise provided in this clause, arbitration shall be in accordance with the AAA Construction Industry Arbitration Rules in effect on the date the arbitration is initiated, as modified by this clause. The arbitration shall be de novo. The award rendered by the arbitrator(s) shall be final.
2. The following additional modifications are made to the AAA rules:
 - a. The arbitrator(s) shall be neutral and appointed by the AAA.
 - b. If the arbitration panel is composed of three arbitrators, one shall be an attorney. If a single arbitrator hears the claim, the single arbitrator need not be an attorney.
 - c. A claim involving less than \$25,000 shall be heard by a single arbitrator. A claim involving \$25,000 or more shall be heard by three arbitrators.
 - d. The parties shall have the discovery rights and follow the procedures provided in California Code Civil Procedure Section 1283.05. The provisions of subparagraph (e) of Section 1283.05 shall not be applicable to such discovery.
 - e. The arbitrator(s) may employ expert technical advisor(s) for claims of extraordinary technical complexity with the consent of the parties to this Subcontract. If the arbitrator(s) utilizes an expert technical advisor, such expert technical advisor shall only communicate with the arbitrator(s) on the merits of the claim in writing, with copies served on all parties, or orally on the record in the presence of or after due notice to the parties, except as otherwise consented to in writing by all parties. All evidence, opinions or other information which an expert technical advisor testifies to or furnishes shall be subject to cross-examination and pertinent objections. Either party may object for cause to the use of a particular individual as an expert technical advisor. If such objection is not timely made, it shall be deemed waived. The parties shall share the expense for such expert technical advisor(s) on a pro rata basis.
 - f. If more than one demand for arbitration is made by a party to this Subcontract with respect to concurrent claims referred to the University, all such concurrent claims shall be consolidated into a single arbitration hearing unless the parties to this Subcontract otherwise agree.
 - g. The Subcontractor, any performance bond surety for the project, a lower-tier subcontractor or supplier to the Subcontractor, and the Architect may be permitted to join in and be bound by the arbitration if required by the terms of their respective contracts with the Subcontractor or the University. Such joiner shall not be required if it unduly delays or complicates the expeditious resolution of the claim unless a failure to order joiner would be likely to produce inconsistent decisions from separate proceedings among the Subcontractor and University. Any such joiner will be limited to issues raised by the Subcontractor and University directly concerning the claim.
 - h. Unless the parties otherwise agree the locale for the arbitration shall be the San Francisco Bay Area.
 - i. The arbitrator(s) shall issue subpoenas for the attendance of witnesses and for the production of documents and other evidence in accordance with California Code of Civil Procedure Section 1282.6. Witnesses shall be entitled to receive fees and mileage as provided in California Code of Civil Procedure Section 1283.2.
 - j. The arbitrator(s) shall decide the claim in accordance with the applicable substantive law of California, except that clauses based upon federal regulations will be interpreted in accordance with applicable federal decisions. An award, including an award of costs and fees, is beyond the power of the arbitrator(s) if the award is based on an error of law. The award shall include a determination of all the questions submitted to the arbitrator(s) the decision of which is necessary to determine the claim, and a summary of the evidence and the reasons, factual and legal, for the decision. The award shall be in writing and signed by either the sole arbitrator or by at least a majority if there be more than one. The arbitrator(s) shall have no authority to add to, subtract from,

modify, change, alter or ignore in any way the provisions of this Subcontract or expressly written modification or supplemental agreement thereto, or to extend its duration, unless all the parties hereto have expressly agreed, in writing, to give the arbitrator(s) specific authority to do so.

- k. Each party to the arbitration shall pay its pro rata share of the arbitrator(s), together with other expenses of the arbitration incurred or approved by the arbitrator(s), not including counsel fees or witness fees or other expenses incurred by a party for its own benefit.

E. Litigation

1. The Subcontractor may elect to litigate the University's decision on, or denial of, a claim if the amount of the claim is \$100,000 or more. Such an election shall constitute an irrevocable waiver of the right to arbitrate.
2. No demand for litigation on a dispute may be made unless the Subcontractor has submitted a claim exceeding \$100,000 to the University and until (a) the University has issued a written decision, or (b) the 180 days after the date of the University's receipt of a claim exceeding \$100,000, if a decision has not been issued by that date.
3. Timely notice of an intention to litigate a claim shall be a prerequisite to an effective election to litigate. Except as otherwise provided in this clause, the decision of the University on a claim shall be final and conclusive unless the Subcontractor delivers to the University a written notice of the intention to litigate, by certified mail, return receipt requested, or any other method that provides evidence of receipt, within:
 - a. 90 days from the date the Subcontractor receives the University's decision on a claim; or
 - b. 240 days after the date of the University's receipt of a claim exceeding \$100,000, if a decision has not been issued by that date.
4. The parties hereby elect the Superior Court of the State of California for the County in which the Subcontract was to be performed as the exclusive forum for such litigation.
5. If the University's decision involves a claim of \$100,000 or more, and a party to this Subcontract has demanded arbitration, the other party to this Subcontract shall have seven days from the date of its receipt of the notice of such filing from the AAA within which to file an answering statement of a notice of intention to litigate the decision in lieu of arbitrating it. If the other party does not deliver a written notice of intention to litigate within the seven day period, by certified mail, return receipt requested, or any other method that provides evidence of receipt, that party shall be deemed to have consented to arbitration and to have irrevocably waived the right to litigate the University's decision. If no answering statement is filed within the seven day period, it shall be considered as a denial of the claim.

F. Claims Excluded

The procedures and remedies provided in this clause shall not apply to:

1. any claim for or dispute about penalties or forfeitures prescribed by these GENERAL PROVISIONS or by statute or regulation which another State or Federal agency is specifically authorized to administer, settle or determine;
2. any claim for or respecting personal injury or death or reimbursement or other compensation arising out of or resulting from liability for personal injury or death;
3. any claim or dispute involving fraud and misrepresentation;
4. any claim or dispute relating to stop payment requests, stop notices, or related procedures of the Subcontract;
5. any claim related to the approval, refusal to approve, or substitution of subcontractors, regardless of tier, and suppliers; or
6. any claim based on or involving noncompliance with or violation of any applicable health, safety or environmental regulations, statutes or provision(s).

G. Continuance of Performance

Pending any University decision on a dispute or claim, award by the arbitrator(s), or a final adjudication by the courts, the Subcontractor shall proceed diligently with the performance of this Subcontract and in accordance with the University's decision, and the University shall pay for such performance in accordance with the payment terms of this Subcontract, unless the parties to this Subcontract otherwise agree in writing.

CLAUSE 10 – ASSIGNMENTS

- A. This Subcontract may be assigned by the University to the U.S. Government or its designee(s).
- B. Except as to assignment of payment due hereunder, the Subcontractor shall have no right, power or authority to sell, mortgage, transfer or assign this Subcontract, any portion hereof, any interest herein or any claim hereunder, nor allow or permit any other party or parties to have any interest in or use any part of the rights or obligations granted hereunder for any purpose whatsoever without the prior written consent of the University.

CLAUSE 11– CLAUSES INCORPORATED BY REFERENCE

The FAR and DEAR clauses listed below are incorporated by reference as a part of these GENERAL PROVISIONS with the same force and effect as if they were set forth herein in full text, and shall apply as prescribed below. The referenced FAR and DEAR clauses are respectively located in Title 48, Chapters 1 and 9 of the Code of Federal Regulations. The clause text may be accessed at the following web sites: FAR-<http://www.arnet.gov/far/>; DEAR-<http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Acquisition+Regulation>.

As used in the clauses, the term "contract" shall mean the Subcontract; the term "Subcontractor" shall mean the Subcontractor; the term "subcontractor" shall mean the Subcontractor's subcontractor, and the terms "Government" and "Contracting Officer" shall mean the University, except in FAR clauses 52.227-1 & Alt. I, 52.227-2, 52.227-3, and 52.227-14, and DEAR clauses 952.227-11, 952.227-13, 952.227-14, and 970.5232-3, in which clauses "Government" shall mean the U.S. Government and "Contracting Officer" shall mean the Department of Energy National Nuclear Security Administration (DOE/NNSA) Contracting Officer for Prime Contract W-7405-ENG-48 with the University. As used in DEAR clauses 952.227-9 and 970.5232-3, the term "DOE" shall mean DOE/NNSA and the University.

The modifications of these clause terms are intended to appropriately identify the parties and establish their contractual and administrative reporting relationship, and shall not apply to the extent they would affect the U.S. Government's rights. The Subcontractor shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

APPLICABLE TO ALL SUBCONTRACTS:

FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (Dec 2000), if the Subcontract involves any work at a University controlled site
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
FAR 52.222-26	EQUAL OPPORTUNITY (APR 2002) (NOTE: Download the EEO Poster at: http://www.dol.gov/esa/ ; select "Posters" then "Equal Employment Opportunity Act")
FAR 52.225-1	BUY AMERICAN ACT-SUPPLIES (JUNE 2003)
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 2003)
FAR 52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
FAR 52.227-3	PATENT INDEMNITY (APR 1984)
DEAR 952.227-9	REFUND OF ROYALTIES (FEB 1995), if "royalties" are paid by the Subcontractor or any lower-tier subcontractor
FAR 52.227-14	RIGHTS IN DATA-GENERAL (JUN 1987), with Alternates II, III, & V and Paragraphs (a) & (d)(3) per DEAR 927.409 (Dec 2000) (See also the <i>LIMITED RIGHTS DATA DISCLOSURE PURPOSES</i> clause, below)
DEAR 952.227-14	RIGHTS IN DATA-GENERAL ALTERNATE VI (FEB 1998), if the Subcontractor is other than a domestic small business or non-profit organization
FAR 52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987), if the awarded Subcontract is based upon a technical proposal
FAR 52.229-3	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
FAR 52.232-10	PAYMENTS UNDER FIXED PRICE ARCHITECT-ENGINEER CONTRACTS (AUG 1987)
FAR 52.236-22	DESIGN WITHIN FUNDING LIMITATIONS (APR 1984) (Re: Paragraph (c), see the Subcontract Schedule for the estimated construction subcontract price)
FAR 52.236-23	RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)
FAR 52.236-24	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)
FAR 52.236-25	REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUNE 2003)
DEAR 952.236-71	INSPECTION (APR 1994)
FAR 52.242-14	SUSPENSION OF WORK (APR 1984)
FAR 52.243-4	CHANGES (AUG 1987)
FAR 52.244-4	SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES) (AUG 1998)
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)
FAR 52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (JUNE 2003), as modified by DEAR 952.245-2, if any U.S. Government Property is furnished by the University

DEAR 952.247-70 FOREIGN TRAVEL (DEC 2000)
FAR 52.249-7 TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)

APPLICABLE IF THE SUBCONTRACT IS FOR \$10,000 OR MORE:

FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$25,000:

DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000), if the Subcontract involves any of the hazardous activities stipulated in 10 CFR 707.2

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$100,000:

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995), excluding Paragraph (c)(1)
FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUNE 2003)
DEAR 952.209-72 & ALT 1 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997), with ALTERNATE I, if the Subcontract involves advisory and assistance services, as defined in FAR 2.101. The period of ineligibility shall be five years
FAR 52.219-6 & ALT. 1 NOTICE OF TOTAL SMALL-BUSINESS SET-ASIDE (JUN 2003), with ALTERNATE I (OCT 1995), if the Subcontract results from a small business set-aside
FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996), if the Subcontract results from a small business set-aside
FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
DEAR 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION (DEC 2000), excluding Paragraph (h)

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$500,000:

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (OCT 1997)
FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
FAR 52.215-13 SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS (OCT 1997)
FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002), unless the Subcontractor is a small business or there are no subcontracting possibilities
DEAR 970.5226-2 WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000), unless the Subcontract is for "Commercial Items"
DEAR 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997), if the Subcontract is not for "commercial items"

APPLICABLE IF THE COST REIMBURSABLES UNDER THE SUBCONTRACT ARE ESTIMATED TO EXCEED \$500,000:

FAR 52.230-2 COST ACCOUNTING STANDARDS (APR 1998), unless the Subcontractor certifies that it is eligible for & elects to use modified CAS coverage
FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998), if the Subcontractor certifies that its eligible for & elects to use modified CAS coverage
FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (Nov 1999)

APPLICABLE IF THE SUBCONTRACT INVOLVES CLASSIFIED INFORMATION OR UNRESTRICTED ACCESS TO "LIMITED" OR "EXCLUSION" SECURITY AREAS:

DEAR 970.5204-1 COUNTERINTELLIGENCE (DEC 2000)
DEAR 952.204-2 SECURITY (MAY 2002)
DEAR 952.204-70 CLASSIFICATION / DECLASSIFICATION (SEP 1997)
DEAR 952.204-73 FACILITY CLEARANCE (MAY 2002)
DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000), if the Subcontract exceeds \$25,000

APPLICABLE IF THE SUBCONTRACT INDICATES IT IS FOR RESEARCH, DEVELOPMENT, OR DEMONSTRATION (RD&D) WORK OR DESIGN WORK INVOLVING NON-STANDARD TYPES OF CONSTRUCTION:

FAR 52.227-1 & ALT. 1 AUTHORIZATION AND CONSENT (JUL 1995), with Alternate I (APR 1984) in place of Clause FAR 52.227-1
FAR 52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (APR 1984), if the Subcontract involves classified information
DEAR 952.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995), if the Subcontractor is a Domestic Small Business or Non-Profit Organization, as defined in FAR 27.301
DEAR 952.227-13 PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT (SEP 1997), if the Subcontractor is not a Domestic Small Business or Non-Profit Organization, as defined in FAR 27.301
FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)

CLAUSE 12 - LIMITED RIGHTS DATA DISCLOSURE PURPOSES

Generally, delivery of Limited Rights Data or Restricted Computer Software should not be necessary. If any Limited Rights Data will be furnished or delivered by the Subcontractor or a lower-tier subcontractor pursuant to Sub-paragraph (g)(2) of the FAR 52.227-14 *RIGHT IN DATA – GENERAL* clause of the GENERAL PROVISIONS, the University may disclose the data for the following purposes, which disclosure purposes shall be inserted in the Limited Rights Notice to be affixed to the data:

- A. This "Limited Rights Data" may be disclosed for evaluation purposes under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed;
- B. This "Limited Rights Data" may be disclosed to other contractors participating in the Government's program of which this Subcontract is a part for information or use in connection with the work performed under their contracts and under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed; and
- C. This "Limited Rights Data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed .

CLAUSE 13 - GOVERNING LAW AND VENUE

The Subcontract shall be interpreted in accordance with the substantive and procedural laws of the State of California. Any action at law or judicial proceeding instituted by either party pertaining to the Subcontract shall be instituted in the State of California in the Superior Court of Alameda County (or in the Superior Court of San Joaquin County if the underlying action occurred at LLNL's Site 300).

CLAUSE 14 - ORDER OF PRECEDENCE

Any inconsistencies in the documents comprising the Subcontract shall be resolved by giving precedence in the following order: (a) the Subcontract document; (b) these GENERAL PROVISIONS; (c) other referenced documents, exhibits, and attachments; and (d) any referenced specification or statement of work.

(END OF GENERAL PROVISIONS)